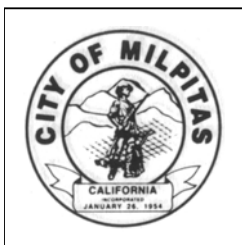


Quote No.
935



REQUEST FOR QUOTATION

City of Milpitas

Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5479

VENDOR

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**Please submit your response
to the above address no later
than 4/21/06 by 2:00 p.m.
No late bids will be accepted.**

DELIVERY TIME	DELIVERY TERMS	TERMS OF PAYMENT	VALID UNTIL

NOTICE INVITING SEALED BIDS

Notice is hereby given that the City of Milpitas will receive sealed bids at the Information Counter on the first floor of City Hall at 455 E. Calaveras Blvd. Milpitas, California, up to and including dates and times listed below and that bids will be opened in public at that hour in the Building Department Conference Room, first floor City Hall for the furnishing of all labor, equipment and service required for the following:

Roller Shades RFQ 935

Copies of bid documents may be obtained by contacting Bart Damele, 455 E. Calaveras Blvd. Milpitas, California 95035, telephone (408) 586-3162 or by visiting the City's website at www.ci.milpitas.ca.gov

On-Site Inspection

Interested bidders shall arrange for on-site inspection by contacting Kathleen Yurchak, RCS Supervisor, at (408) 586-3209.

TERM OF OFFER

1. Deadline for Receipt of Bids

Bids must be sealed and delivered by mail or in person to the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, California, no later than 2:00 o'clock p.m. April 21, 2006. All bids must be received prior to that time. Late bids will not be considered and will be returned to the bidder unopened. Bid results shall constitute public record and shall be available for inspection two working days following the bid opening.

2. Request for Information

Any questions relative to the bid should be directed to Bart Damele, Buyer at (408) 586-3162 or e-mailed to bdamele@ci.milpitas.ca.gov. Please direct site-specific questions to Kathleen Yurchak, RCS Supervisor, (408) 586-3209.

3. Bid Forms

Bids must be made on the forms provided by the City. All items on the form should be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations or erasures.

4. Execution of Forms

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the City, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

5. Withdrawal of Bids

Bids may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et seq.

6. Addenda

Any addenda issued during the time of bidding shall constitute a part of the Bid Documents issued to bidders for the preparation of their bids.

7. Award

The City shall award the bid to the lowest responsive, responsible bidder who shall give such security as the City may require. The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or to award based on individual line items or on the basis of the total bid, and to waive any informality or non-substantive irregularity, as the interest of the City may require.

8. Special Brand Names

In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bids will be considered for alternative brands that meet or exceed the quality of the item listed. Standard catalog sheets and/or technical data sheets showing a photograph or illustration of the item and describing each item in detail including all warranties **must** be submitted for each alternative bid. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the equipment specified.

9. Container Costs and Delivery

All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

10. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.

11. Rights and Remedies in the Event of Default

If the bidder defaults in their obligation to enter into a Contract with the City, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance claimed due by the bidder or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

12. Governing Law and Venue

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Santa Clara County.

13. References-Submittal

Please provide at least three (3) references for similar work recently completed by your firm in Santa Clara County and or northern California. The references shall include a contact person (s) with phone number, fax numbers and Email address if available.

14. Final Guarantee

The bidder/contractor awarded the contract shall be held responsible for and make good any defects through faulty, improper or inferior workmanship, arising or discovered in any part of the contractor's work within one (1) year after the completion and acceptance of the work.

15. Workers Compensation

In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the Labor & Materials of compensation to his employees. Contractor hereby acknowledges the following statement:

" I'm aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

16. Insurance Requirements

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- a. General Liability insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000.00;
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.00;
- c. Auto insurance in an amount not less than 1,000,000.00;
- d. Workers' Compensation Insurance in an amount adequate to cover all employees;
- e. Insurance covering special hazards: Where specified, special hazards shall be covered by a rider or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance.

17. Proof of Carriage of Insurance

Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by City:

- a. Certificates of insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

- b. Certificate of Insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
- c. Contractor shall be solely responsible for:
 - 1) Compliance of subcontractors with insurance requirements; and
 - 2) Other insurance coverage including, but not limited to, loss, theft, fires, property damage, and glass breakage.

18. Wage Scale

Resolution No. 5981 of the City of Milpitas requires that any contractor performing routine and recurring labor or services in excess of \$1,000.00 on behalf of the City of Milpitas, pay not less than general prevailing wage of per diem wages to all employees engaged to perform said labor or services. (This requirement shall not apply to the sale of goods or to professional services, including, but not limited to, consultant services, construction inspection services, engineering services, architectural services, land surveying services, legal services, financial services, accounting or auditing services, data processing services, administrative services, instructional services, personnel services, and services provided by other public entities.)

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor thereunder, to not pay less than the said prevailing wage rates to all workers employed in execution of the contract.

BID PROPOSAL PAGE

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
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Furnish and Install the following custom, sunscreen black out manually operated Roller Shades:

1.	12 ea.	70" Wide X 107" High	\$_____	\$_____
2.	3 ea.	75" Wide X 107" High	\$_____	\$_____
3.	2 ea.	56" Wide X 107" High	\$_____	\$_____
4.	2 ea.	38" Wide X 82" High	\$_____	\$_____
5.	2 ea.	38" Wide X 23" High	\$_____	\$_____
6.	2 ea	34 1/2" Wide X 83" High	\$_____	\$_____
7.	1 ea.	75" Wide X 23" High		\$_____
8.	24 ea	Fascia, aluminum, 4" X 4", color to be determined		\$_____
Installation Labor				\$_____
Sales Tax (8.25%)				\$_____

	-----	SUB TOTAL	
SIGNATURE	PRINT NAME/PHONE	FREIGHT	
If you have any questions, please contact Bart Damele at (408) 586-3162		TOTAL	

VALID BIDS MUST BE MAILED IN A SEALED ENVELOPE CLEARLY WITH RFQ 935 ON ENVELOPE. **NO** FAXED BIDS WILL BE ACCEPTED.